

**Minutes of Meeting
BOARD FOR CONTRACTORS
INFORMAL FACT-FINDING CONFERENCES
June 24, 2003 (9:00 a.m.)**

The Board for Contractors convened in Richmond, Virginia, for the purpose of holding Informal Fact-Finding Conferences pursuant to the Administrative Process Act.

John Neff, Board member, presided. No other Board members were present.

Jennifer Kazzie and Dawn Bell appeared for the Department of Professional and Occupational Regulation.

The conferences were recorded by Inge Snead & Associates, LTD. and the Summaries or Consent Orders are attached unless no decision was made.

Disc=Disciplinary Case
C=Complainant/Claimant
Lic=Licensing Application
A=Applicant
RF=Recovery Fund Claim
R=Respondent/Regulant
Trades=Tradesmen Application
W=Witness
Atty = Attorney

Participants

1. Paul Raines
Raines – R
File Number 2002-03631 (Disc)
2. Hudson Roofing Company
Richard & Susan Harpe – C
File Number 2002-00203 (Disc)
3. N & C Corporation
Gerald Gordon – R
t/a GBEN Contractors
File Number 2002-02827 (Disc)
4. Michael Broderick
None
t/a M Broderick & Son Construction Co.

File Number 2001-02132 (Disc)

5. Melinda Williams
None
t/a Williams Paving
File Number 2002-00175 (Disc)
6. Gary Wayne Robinson
Robinson – A
File Number 2003-03214 (Lic)
Billy Robinson - W
7. Kelvin Maurice Mitchell Sr.
Mitchell – A
t/a K.M. Home Improvements
File Number 2003-03212 (Lic)
8. Jones Roofing Co. Inc.
Mark Jones – R
File Number 2002-03384 (Disc)
John Ballenger – R Atty
9. L & L General Construction
Harold Johnson – R
File Number 2002-03738 (Disc)
Yoli & Lawrence Broglio – C

Shelley Wilson - W
10. Clifford F. Carroll
None
t/a Aire Care
File Number 2002-02096 (Disc)
11. Gul Tauheed
None
t/a Smart Systems Installations
File Number 2002-00658 (Disc)
12. Joseph Steven Mazingo Jr.
Mazingo – A
File Number 2003-02499 (Lic)
Donald Rowe – A Atty

The meeting adjourned at 4:30 p.m.

A violation of these Regulations has been reported and investigated. These matters were considered on June 24, 2003, in an Informal Fact Finding Conference ("IFF") pursuant to the Administrative Process Act §§2.2-4019 and 2.2-4021 of the 1950 Code of Virginia, as amended. This IFF was held in Richmond, Virginia and was attended by Paul A. Raines. Board Member John N. Neff presided at the IFF.

The Board's duly designated representative has found sufficient evidence to believe that:

1. On or about May 11, 2002, Donald W. Taylor ("Taylor") entered into a verbal agreement with Paul A. Raines ("Raines"), in the amount of \$5,600, to install a concrete driveway, front concrete walkway and a concrete patio in the back of his residence at 233 Lighthouse Pointe, Hopewell, Virginia. On or about May 18, 2002, Taylor paid Raines \$5,400 by check.
2. Raines failed to provide Taylor with a legible written contract clearly specifying the terms and conditions of the work to be performed prior to the commencement of work.
3. In July of 2002, Raines told Taylor that he would come back to the residence and repair the back patio that Taylor was not satisfied with. Raines failed to show up on the day that was scheduled.
4. On or about August 26, 2002, Raines told Investigator Becky C. Angelilli, the Board's Agent, that there was only a small portion of concrete to pour and that he should have it completed by the end of the week. In a letter received August 30, 2002, Raines told the Board's Agent that "all that remains to be done is to pour a slab of concrete the size of a VW bug."
5. Raines failed to return to the Taylor residence and complete the concrete work as promised.
6. Raines testified during the IFF that Taylor had requested Raines to proceed expeditiously which caused him to commence work without a contract. However, Raines did confirm he was aware of the requirement for a contract and agreed he did not write a contract with Taylor. Raines also confirmed that he had always written contracts for his work and this situation was an exception to his normal operating procedures.

The Board and Paul A Raines, as evidenced by the signatures affixed below, enter into this Consent Order. Paul A Raines knowingly and voluntarily waives any further proceedings in

this matter under Administrative Process Act §§2.2-4020 and 2.2-4021 of the 1950 Code of Virginia, as amended.

Further, by signing this Consent Order, Paul A Raines acknowledges an understanding of the charges. Paul A Raines hereby admits to the violation(s) of the Board's Regulations and consents to the following term(s) by the Board:

Count 1: 18 VAC 50-22-260(B)(8) (Effective September 1, 2001)

Raines failure to use a written contract, clearly specifying the terms and conditions of the work to be performed, is in violation of Regulation 18 VAC 50-22-260(B)(8), therefore I recommend a monetary penalty of \$500.00 be imposed for violation of the regulation.

The Board waives imposition of the \$500.00 monetary penalty for Count 1 [18 VAC 50-22-260(B)(8)] if Raines successfully completes the Board's Basic Contracting Licensing Class (remedial education) within six months of the entry of this order.

Count 2: 18 VAC 50-22-260(B)(6) (Effective September 1, 2001)

Raines failure to complete the work contracted for, as promised, is misconduct in the practice of contracting, in violation of Regulation 18 VAC-22-260(B)(6), therefore I recommend a monetary penalty of \$2,500.00 and license revocation be imposed for violation of the regulation.

The Board waives, in part, imposition of the \$2,500.00 monetary penalty for Count 2 [18 VAC 50-22-260(B)(6)] and license revocation if Raines returns to the subject property and fully completes the work which he agreed with Taylor, within 30 days of the entry of the order. Raines to provide proof to the Board, in a form satisfactory to the Board, that he has completed the work. Such documentation shall include a written statement to the Board from Raines that the work has been completed and that Raines has requested the owner to also provide a written statement to the Board that the work has been completed. If Raines provides such documentation to the Board, the monetary penalty for the violation of Count 2 will be reduced to \$1,000.00.

The above monetary penalties, costs or sanctions are to be paid/performed within thirty days of the effective date of this consent order. Paul A Raines acknowledges the monetary penalty

and costs as a debt to the Commonwealth and agrees that in the event of a default, or the return of a check for insufficient funds, Paul A Raines will be responsible for a penalty fee of 10% and interest at the underpayment rate prescribed in Section 58.1-15 of the 1950 Code of Virginia, as amended, and for all reasonable administrative costs, collection fees, or attorney's fees incurred in the collection of whatever funds are due.

Paul A Raines acknowledges that failure to pay the penalty, the costs, or to comply with all terms of this Order within the specified time period, shall result in the automatic suspension of Paul A Raines's license until such time as there is compliance with all terms of this Order. Paul A Raines understands the right to have this automatic suspension considered in an IFF pursuant to the Administrative Process Act §§2.2-4019 and 2.2-4021 of the 1950 Code of Virginia, as amended, but knowingly and voluntarily waives any rights to the proceeding and hereby waives any further proceedings under the Administrative Process Act §§2.2-4020 and 2.2-4021 of the 1950 Code of Virginia, as amended.

The effective date of this Order shall be the date of execution by the Board.

SEEN AND AGREED TO:

Paul A Raines
t/a Paul A Raines

Date

Printed Name and Title of Person Signing on behalf of Entity

CITY/COUNTY OF _____
COMMONWEALTH OF VIRGINIA

Sworn and subscribed before me this _____ day of
_____, 2003.

Notary Public

My Commission Expires: _____

SO ORDERED:

Entered this _____ day of _____, 2003.

Board for Contractors

BY: _____
Louise Fontaine Ware, Secretary

COPY TESTE:

Custodian of the Records

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL
REGULATION**

BOARD FOR CONTRACTORS

**RE: HUDSON ROOFING COMPANY
LICENSE NUMBER 2705-028844**

FILE NUMBER: 2002-00203

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on June 24, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Hudson Roofing Company (Hudson) on April 11, 2003. The following individuals participated at the conference: Richard and Susan Harpe, Complainants; Jennifer Kazzie, Staff Member; and John N. Neff, presiding Board Member. Steve Cocoli, owner of Hudson, nor anyone on his behalf, attended the IFF.

Summation of Facts

1. On August 2, 2000, Susan Harpe (Harpe) entered into a contract with Hudson Roofing Company (Hudson), in the amount of \$4,595.00, to have the roof replaced on their home located at 2985 Emerald Chase Drive, Herndon, Virginia.
2. During the following year, two leaks developed in the new roof, around the skylights. Hudson employees responded four times to the Harpes' warranty requests and fixed the leaks. The leaks caused water damage to the ceiling and wallpaper inside the Harpe home. Mr. Richard Harpe reported the damage to Hudson and asked Steve Cocoli (Cocoli), President of Hudson, to repair the interior damage.
3. Cocoli told Harpe that his company was not responsible for the interior damage caused by the leaks but he would have someone spot prime and spot paint the water damage around the skylight. An employee of Hudson made an appointment to do the priming and painting, but did not show up and did not call to reschedule.

4. On or about August 6, 2001, Penelope Rood (Rood), Code Enforcement Coordinator III, Fairfax County Department of Public Works and Environmental Services responded to an inquiry by Investigator Phillip Underwood, the Board's Agent, concerning Section 107.1 of the Virginia Uniform Statewide Building Code, that required a permit prior to commencement of a complete roof replacement job. Hudson failed to obtain a permit prior to performing the work.

5. During the IFF, the Harpes stated that additional leaks have occurred since the completion of the roof replacement by Hudson and that Hudson did not respond or return to the home to address or correct these additional leaks.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(6) (Effective May 1, 1999)

Hudson's failure to return to the Harpes home to prime and paint the water damaged wall caused by leaks resulting from installation of the replacement roof, as agreed upon by Hudson, is misconduct in the practice of contracting, in violation of Regulation 18 VAC 50-22-260(B)(6). Therefore, I recommend a monetary penalty of \$2,500.00 be imposed for the violation of the regulation.

Count 2: 18 VAC 50-22-260(B)(6) (Effective May 1, 1999)

Hudson's failure to obtain a permit, prior to performing the roof replacement job, is a violation of Regulation 18 VAC 50-22-260(B)(6). Therefore, I recommend a monetary penalty of \$500.00 be imposed for the violation of the regulation.

By:

John N. Neff
Presiding IFF Board

Member

Board for Contractors

Date: June 24, 2003

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705-028844 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

COMMONWEALTH OF VIRGINIA DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION

BOARD FOR CONTRACTORS

**RE: N & C CORPORATION, T/A GBEN CONTRACTORS
LICENSE NUMBER 2705 025046**

FILE NUMBER: 2002-02827

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on June 24, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to N & C Corporation, t/a GBEN Contractors (GBEN) on May 22, 2003. The following individuals participated at the conference: Gerald Gordon, for GBEN, Respondent; Jennifer Kazzie, Staff Member; and John Neff, Presiding Board Member.

Summation of Facts

1. On or about May 10, 2001, William and Tonia Ciccone ("the Ciccones") entered into a contract with N & C Corporation, t/a GBEN Contractors ("GBEN"), in the amount of \$150,000.00, to

construct a new home at Lot 11, Meadows Ridge Lane, Virginia Beach, Virginia.

2. The contract used by GBEN in the transaction failed to contain the minimum provisions required by the Board's 1999 Regulation 18 VAC 50-22-260(B)(8), subsections (e) a statement of assurance that the contractor will comply with all local requirements for building permits, inspections, and zoning, (f) disclosure of cancellation rights of the parties, and (h) contractor's address, license number, expiration date, class of license and classification or specialty services.

3. The contract specified the new home construction would be completed "within 161 days" from the date of contract signing and receipt of the deposit.

4. On or about December 7, 2001, during a meeting with the Ciccones, GBEN promised the house would be completed by January 1, 2002. On several more occasions, GBEN made several promises to have the house completed by January 15, 2002, February 15, 2002, and February 22, 2002.

5. On or about February 26, 2002, GBEN requested 10 more days. On or about March 7, 2002, GBEN promised the house would be completed by or before the end of March 2002.

6. As of July 27, 2002, GBEN failed to complete or correct the following work:

- complete finishing work (including brickwork), trellis roof in front per plans, molding in master bedroom and garage, vinyl siding under back and side back doors, laundry shoot
- install heating and air conditioning, carpet, gas log fan, outside spigot, lock and handle for the garage door, awning, shutters, attic access door, doorstops
- add and plaster blue board in garage, added to resolve engineering problems
- run and cap off electrical lines to the end of the driveway
- repair water leaks in the garage
- replace missing screen windows and shelf in garage closet.

7. At the contract signing, the Ciccones paid GBEN \$6,000.00 as a deposit. The draw schedule, detailed in the contract, reflected GBEN would be paid \$30,000.00 after the foundation was installed, \$40,408.00 after framing was completed, \$28,422.00 after all plumbing, electrical and HVAC rough in was completed, \$17,769.00 after insulation, plastering and interior trim work was completed, and \$30,300.00 after the house was 100% complete and all inspections were conducted and approved.

8. On or about July 11, 2001, the Ciccones paid GBEN \$11,550 by certified check #066318063. On or about July 20, 2001, the Ciccones paid GBEN \$11,550.00 by certified check # 066318087 for installing the foundation. On or about August 14, 2001, the Ciccones paid GBEN \$26,800.00 by check. On or about August 14, 2001, the Ciccones paid Richies Cabinets \$4,000 by check. On or about September 10, 2001, the Ciccones paid GBEN \$14,750.00 by check as a partial draw. On or about September 10, 2001, the Ciccones paid Stone Cold Heating & Air \$4,500.00 by check. On or about September 27, 2001, the Ciccones paid GBEN \$26,950.00 by check as half of a draw. On or about November 2, 2001, the Ciccones paid GBEN \$30,800.00 by check #1007.

9. The Ciccones never paid the final draw, in the amount of \$20,000.00, and \$3,100.00 for 15% of the work not completed by GBEN.

10. On or about December 30, 2001, Burton Lumber Corporation filed a mechanic's lien, in the amount of \$8,155.10, against the Ciccones' property for door and windows. On or about January 23, 2002, Scott Taylor Plastering Inc. filed a mechanic's lien, in the amount of \$12,305.00, against the Ciccones' property for labor and materials for installation of interior plaster. On or about February 22, 2002, Scheuler Construction Inc. filed a mechanic's lien, in the amount of \$5,000.00, against the Ciccones' property for tile, grout, floor covering and labor to install.

11. On or about April 18, 2002, the Ciccones told GBEN not to return to complete the work until all contractor liens and outstanding debts were paid in full. In a letter dated April 26, 2002, GBEN stated, "all bills and liens will be paid off by GBEN Contractors on or before April 17, 2002."

12. As of July 27, 2002, GBEN failed to complete or correct the following work:

- complete finishing work (including brickwork), trellis roof in front per plans, molding in master bedroom and garage, vinyl siding under back and side back doors, laundry shoot
- install heating and air conditioning, carpet, gas log fan, outside spigot, lock and handle for the garage door, awning, shutters, attic access door, doorstops
- add and plaster blue board in garage added to resolve engineering problems
- run and cap off electrical lines to the end of the driveway
- repair water leaks in the garage
- replace missing screen windows and shelf in garage closet.

13. As of July 27, 2002, GBEN failed to pay the contractor liens as promised and/or return money received for work not performed or performed in part.

14. The contract specified the new home construction would be completed "within 161 days" from the date of contract signing and deposit received.

15. On or about December 7, 2001, during a meeting with the Ciccones, GBEN promised the house would be completed by January 1, 2002. On several more occasions, GBEN made several promises to have the house completed by January 15, 2002, February 15, 2002, and February 22, 2002. On or about February 26, 2002, GBEN requested 10 more days. On or about March 7, 2002, GBEN promised the house would be completed by or before the end of March 2002.

16. As of July 27, 2002, GBEN failed to comply with the terms of the contract and its promise to complete construction by a specific date.

17. On or about April 18, 2002, the Ciccones told GBEN not to return to complete the work until all contractor liens and outstanding debts were paid in full. In a letter dated April 26, 2002, GBEN stated, "all bills and liens will be paid off by GBEN Contractors on or before April 17, 2002."

18. As of July 27, 2002, GBEN failed to honor its promise to pay the contractor liens.

19. During the IFF, Gerald Gordon, on behalf of GBEN, presented a document confirming the out-of-court settlement wherein Gordon and GBEN agreed to payment terms to the Ciccones in the total amount of \$39,000.00. Note: The terms of the Settlement Agreement, a copy of which was provided at the IFF; includes a payment of \$5,000.00, a payment of \$500.00 for a period of 24 months, and a payment of \$23,000.00, which equals \$40,000.00.

Further, Gordon stated that Ciccone had contracted separately for the cabinets and HVAC work and this work was not part of the contract.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(8) (Effective May 1, 1999)

GBEN's failure to use a written contract that clearly specifies the terms and conditions of the work to be performed, is in violation of Regulation 18 VAC 50-22-260(B)(8). Therefore, I recommend a monetary penalty of \$200.00 be imposed for a violation of the regulation.

Count 2: 18 VAC 50-22-260(B)(12) (Effective May 1, 1999)

GBEN's failure to complete the work contracted for is abandonment, in violation of Regulation 18 VAC 50-22-260(B)(12). Therefore, I recommend a monetary penalty of \$2,500.00 be imposed for a violation of the regulation.

Count 3: 18 VAC 50-22-260(B)(12) (Effective May 1, 1999)

GBEN's failure to pay the contractor liens as promised and/or return money received for work not performed or performed in part, is retention or misapplication of funds, in violation of Regulation 18 VAC 50-22-260(B)(12). Therefore, I recommend a monetary penalty of \$2,500.00 be imposed for a violation of the regulation.

Count 4: 18 VAC 50-22-260(B)(6) (Effective September 1, 2001)

GBEN's failure to comply with the terms of the contract and to complete construction by the date specified, as promised, is misconduct in the practice of contracting, in violation of Regulation 18 VAC 50-22-260(B)(6). Therefore, I recommend a monetary penalty of \$1,000.00 be imposed for a violation of the regulation.

Count 5: 18 VAC 50-22-260(B)(6) (Effective September 1, 2001)

GBEN's failure to honor its promise to pay the contractor liens, is misconduct in the practice of contracting, in violation of Regulation 18 VAC 50-22-260(B)(6). I recommend no monetary penalty be imposed for the violation of the regulation.

By:

Member

John N. Neff
Presiding IFF Board

Board for Contractors

Date: June 24, 2003

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705 025046 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL
REGULATION**

BOARD FOR CONTRACTORS

**RE: MICHAEL W. BRODERICK, T/A M. BRODERICK & SON
CONSTRUCTION COMPANY**

LICENSE NUMBER 2705 039483

FILE NUMBER: 2001-02132

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on June 24, 2003, at the Department of Professional and

Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Michael W. Broderick, t/a M. Broderick & Son Construction Company (Broderick) on May 22, 2003. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and John Neff, Presiding Board Member. Michael W. Broderick, the Respondent, nor anyone on his behalf, attended the IFF.

Summation of Facts

1. On or about March 21, 2000, Kurt R. Weiss ("Weiss") entered into a contract with Michael W. Broderick ("Broderick"), t/a M. Broderick & Son Construction Company, in the amount of \$54,000.00, for the construction of a 20' x 24' room addition at his house at 701 Academy Street, Salem, Virginia.
2. The contract used by Broderick in the transaction failed to contain the minimum provisions required by the Board's 1999 Regulation 18 VAC 50-22-260(B)(8), subsections (a) when work was to begin and an estimated completion date, (c) a materials list and specific work to be performed, (d) a "plain-language" exculpatory clause concerning events beyond the control of the contractor, (f) disclosure of the cancellation rights of the parties, and (h) contractor's license number, class and specialty.
3. On or about March 27, 2000, Broderick began the work.
4. Broderick installed textured ceilings, vinyl flooring for the hallway and mud room, a 3' x 6' hallway window, a 4' x 8' landing at a French door entrance, a pocket door for the bathroom and access door in wall for shower maintenance. Broderick also installed a wooden skirt for the hot tub, a sink and faucet for laundry room, one additional telephone jack in bedroom and electrical wiring for a ceiling fan.
5. Broderick estimated an additional cost of \$536.25 for additions to the original contract. Broderick also provided a list of charges, in the amount of \$2,015.05, due to complete the contract for the additional work. Broderick failed to use a written change order for modifications to the original contract for changes to the scope of work and costs.
6. On July 14, 2000, Broderick left the job site.
7. On or about August 31, 2000, December 7, 2000, and December 27, 2000, Weiss sent letters to Broderick enclosing punch list items and requesting Broderick return to make the

repairs. Broderick failed to return to repair punch list items within the one-year warranty period.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(8) (Effective May 1, 1999)

Broderick's failure to make use of a legible written contract that contains all provisions specified in the regulation is a violation of Regulation 18 VAC 50-22-260(B)(8). Therefore, I recommend a monetary penalty of \$250.00 be imposed for a violation of the regulation.

Count 2: 18 VAC 50-22-260(B)(6) (Effective May 1, 1999)

Broderick's failure to use a written change order for modifications to the original contract for changes to the scope of work and costs is a violation of Regulation 18 VAC 50-22-260(B)(6). Therefore, I recommend a monetary penalty of \$450.00 be imposed for a violation of the regulation.

Count 3: 18 VAC 50-22-260(B)(6) (Effective May 1, 1999)

Broderick's failure to return to repair punch list items, within the one-year warranty period, is a violation of Regulation 18 VAC 50-22-260(B)(6). Therefore, I recommend a monetary penalty of \$2,000.00 and license revocation be imposed for a violation of the regulation.

By:

John Neff
Presiding IFF Board

Member

Board for Contractors

Date: June 24, 2003

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705 039483 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

COMMONWEALTH OF VIRGINIA DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION

BOARD FOR CONTRACTORS

**RE: MELINDA WILLIAMS, T/A WILLIAMS PAVING
LICENSE NUMBER 2705 034425**

FILE NUMBER: 2002-00175

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on June 24, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Melinda Williams, t/a Williams Paving (Williams) on May 22, 2003. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and John Neff, Presiding Board Member. Melinda Williams, the Respondent, nor anyone on her behalf, attended the IFF.

Summation of Facts

1. On or about November 7, 2000, Guy M. Pullen ("Pullen") entered into a contract with Melinda Williams, t/a Williams Paving ("Williams"), in the amount of \$11,600.00, to pave the driveway at 4815 Nicelytown Road, Clifton Forge, Virginia.

2. The contract used by Williams in the transaction failed to contain the minimum provisions required by the Board's 1999 Regulation 18 VAC 50-22-260(B)(8). The contract failed to include subsections: (a) when the work is to begin and the estimated completion date, (c) a listing of specified materials and work to be performed, (e) statement of assurance regarding local requirements for building permits, inspections and zoning, (f) disclosure of cancellation rights, and (h) the contractor's address, license number, expiration date, class of license/certificate, and classification or specialty services.

3. The contract specified: "Two year warntee (sic) on all work performed."

4 Williams laid the driveway and removed a pipe after completing the paving. Williams told Pullen that the pipe was not needed to control the water because of the way the driveway was laid.

5. Between mid-December of 2000 and early 2001, Pullen noticed water on the floor and called Williams several times requesting he come out and repair the problem. Williams failed to respond.

6. On or about May 13, 2001, Pullen called Williams requesting he come look at the water entering into the house and damage caused by the problem. Williams promised he would be out in five to ten days. Williams failed to come to Pullen's house as promised.

7. On June 1, 2001, Pullen's wife called Williams about the problem. Williams again promised he would be out to repair the problem in five to ten days. On or about June 15, 2001, Pullen called again and Williams told him he would be out on June 29, 2001. Williams failed to return to the Pullens' house and correct the problem.

8. On August 24, 2001, the licensing records for the Board for Contractors revealed Williams was licensed as a Class C contractor, license number 2705034425.

9. Title 54, Chapter 11, § 54.1-1100 states "Class C contractors" perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is over \$1,000.00 but less than \$7,500.00.

10. Title 54, Chapter 11, § 54.1-1100 states "Class B contractors" perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is \$7,500 or more, but less than \$70,000.

11. Williams failed to obtain a Class B license in order to perform work in excess of the \$7,500.00 limit of a Class C contractor.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(8) (Effective May 1, 1999)

Williams' failure to make use of a legible written contract that contains all of provisions specified in the regulation is a violation of Regulation 18 VAC 50-22-260(B)(8), therefore, I recommend a monetary penalty of \$250.00 be imposed for a violation of the regulation.

Count 2: 18 VAC 50-22-260(B)(6) (Effective May 1, 1999)

Williams' failure to correct construction defects identified within the two year warranty period, after promising to do so, is a violation of Regulation 18 VAC 50-22-260(B)(6), therefore, I recommend a monetary penalty of \$1,500.00 be imposed for a violation of the regulation.

Count 3: 18 VAC 50-22-260(B)(1) (Effective May 1, 1999)

Williams' actions of engaging in contracting without the required license is a violation of Regulation 18 VAC 50-22-260(B)(1), to wit: § 54.1-1103 of the Code of Virginia, therefore, I recommend a monetary penalty of \$2,500.00 be imposed for a violation of the regulation.

By:

John N. Neff
Presiding IFF Board

Member

Board for Contractors

Date: June 24, 2003

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705 034425 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL
REGULATION**

BOARD FOR CONTRACTORS

**RE: GARY WAYNE ROBINSON
APPLICATION FOR TRADESMAN LICENSE**

FILE NUMBER: 2003-03214

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on June 24, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Gary Wayne Robinson (Robinson) on June 4, 2003. The following individuals participated at the conference: Gary Wayne Robinson, Applicant; Billy T. Robinson, Witness; Dawn Bell, Staff Member; Jennifer Kazzie, Staff Member; and John N. Neff, presiding Board Member.

Summation of Facts

1. Robinson made application for a Tradesman license on or about August 1, 2002.
2. In the application, Robinson disclosed criminal convictions.
3. On October 30, 1995, in the Fredericksburg Circuit Court, Robinson was convicted of Distribute Marihuana, in violation of 18.2-248.1, a Felony.
4. On August 28, 2001, in the Spotsylvania General District Court, Robinson was convicted of Obstructing Justice, in violation of 18.2-460, a Misdemeanor.

Conclusion and Recommendation

Based upon the record and the testimony presented at the IFF, I recommend that Mr. Robinson's application for a Tradesman license be granted. Mr. Robinson recognizes the ramifications of his wrongdoing. His maturity since the charges and his sincerity during the IFF, clearly reflect an understanding of his need to accept responsibility and commit to, what appears to be, an ethical lifestyle.

By:

John N. Neff
Presiding IFF Board

Member

Board for Contractors

Date: June 24, 2003

COMMONWEALTH OF VIRGINIA DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION

BOARD FOR CONTRACTORS

**RE: KELVIN MAURICE MITCHELL, SR.
T/A K. M. IMPROVEMENTS
APPLICATION FOR CLASS C CONTRACTOR'S
LICENSE**

FILE NUMBER: 2003-03212

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on June 24, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-

Finding Conference sent by certified mail to Kelvin Maurice Mitchell, Sr., t/a K. M. Improvements (Mitchell) on June 4, 2003. The following individuals participated at the conference: Kelvin Maurice Mitchell, Sr., Applicant; Dawn Bell, Staff Member; Jennifer Kazzie, Staff Member; and John N. Neff, presiding Board Member.

Summation of Facts

1. Mitchell made application for a Class C Contractor's license on or about October 28, 2002.

2. In the application, Mitchell disclosed outstanding debts and judgments, as provided in documentation he submitted with his application, as follows:

- a) *Jefferson National Bank (now Wachovia Bank) 2/98
\$11,981.71
- b) *American General Finance 1/98
\$885.00
- c) *Helig-Meyers 9/97
\$444.00
- d) Verizon (in collections) 10/00
\$150.00

*Indicates judgment

3. The following information was provided during the IFF:

Mitchell stated that these outstanding debts occurred while he was going through a divorce and had child support obligations, but that he is currently up to date on all payments and other outstanding obligations.

Mitchell testified that the outstanding debt owed to American General Finance and Verizon have been paid in full. Documentation was provided at the IFF verifying that the American General Finance account has a zero balance.

Mitchell also testified that he had contacted the lawyer for Helig-Meyers, who was unable to accept payment, but who advised Mitchell to write a letter to Helig-Meyers regarding the amount owed. As of today, Mitchell has received no response.

In addition, Mitchell provided four letters of recommendation.

Further, Mitchell stated that he would request Wachovia provide him with written documentation regarding the terms and conditions of his payment agreement.

Conclusion and Recommendation

Based upon the record, including the testimony presented at the IFF, and upon receipt of the documentation regarding the outstanding debt with Wachovia Bank, I recommend that Mitchell's application for a Class C Contractor's license be approved on the condition that Mitchell enter into an Agreement for Licensure with Mitchell reporting quarterly to the Board for a period of two years.

By:

John N. Neff
Presiding IFF Board

Member

Board for Contractors

Date: June 24, 2003

COMMONWEALTH OF VIRGINIA DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION

BOARD FOR CONTRACTORS

**RE: JONES ROOFING CO. INCORPORATED
LICENSE NUMBER 2701 009836**

FILE NUMBER: 2002-03384

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on June 24, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-

Finding Conference sent by certified mail to Jones Roofing Co. Incorporated (Jones) on May 22, 2003. The following individuals participated at the conference: Mark Jones, Respondent; John M. Ballenger, Esquire, Respondent's Attorney; Jennifer Kazzie, Staff Member; and John N. Neff, presiding Board Member.

Summation of Facts

1. On or about February 5, 2001, Lisa Pogue (Pogue), as President of the Kings Rowe Homeowner's Association (HOA), entered into a contract with Jones Roofing Company, Inc. (Jones), in the amount of \$17,485.00, for the replacement of nine townhouse roofs, located at 1003, 1005, 1007, 1009, 1011, 1013, 1015, 1017, and 1019 Pendleton Street, Alexandria, Virginia.
2. The contract used by Jones failed to contain the minimum provisions required by the Board's 2001 Regulation, 18 VAC 50-22-260(B)(8), subsections (a) when work is to begin and the estimated completion date, (e) a statement of assurance that the contractor will comply with all local requirements for building permits, inspections, and zoning, (f) disclosure of the cancellation rights of the parties, (h) contractor's license expiration date, class of license, and specialty service, and (i) a statement providing that any modification to the contract, which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties.
3. At the IFF, Ballenger, on behalf of Jones, presented a revised contract agreement where he stated the minimum required provisions were included.
4. On or about May 30, 2001, Jones provided Susan McAteer (McAteer) Manager of the HOA, with an itemized list of the plywood Jones replaced on the subject properties. The bill dated May 29, 2001, showed a charge of \$1.50 per square foot for replacement wood. The itemized list showed that Jones replaced five sheets of plywood at 1003 Pendleton Street and three sheets of plywood at 1005 Pendleton Street.
5. On or about October 2001, Jones began work replacing the rakes, soffits, and trim on the roofs of the subject properties, without verbal or written authorization from the HOA. This work was not part of the February 5, 2001 contract.
6. During the IFF, Ballenger, on behalf of Jones, presented a copy of a Settlement Agreement signed on April 25, 2003, pertaining to the issues of the plywood sheathing, rakes, soffit, and trim. In the agreement, Jones agreed to make payment of \$10,500.00 to the HOA to dismiss all outstanding issues pertaining to the project.

7. On or about October 12, 2001, after completing the work, Jones provided Susan McAteer (McAteer), Manager of the HOA, with an "Invoice" and "Material Breakdown" (breakdown) of the work on the rakes, soffits, and trim. The invoice showed a price of \$7,652.22. The breakdown showed Jones installed fifty (50) feet of crown/rake board on each of the townhouses located 1007, 1009, 1013, 1015, and 1017 Pendleton Street, twenty-five (25) feet of crown/rake board at 1011 Pendleton Street, and seventy-five feet (75) of crown/rake board at 1019 Pendleton Street. In a letter dated June 21, 2002, to Investigator Carolyn D. Wright, the Board's Agent, Jones stated that there was no written contract from the HOA to perform the subject work.. Jones failed to use a written change order for the additional work.

8. Prior to August 7, 2002, Conrad Stout (Stout), Building Inspector with the City of Alexandria, inspected the townhouses located at 1007, 1009, 1011, 1013, 1015, 1017, and 1019 Pendleton Street, Alexandria, Virginia. Stout rejected the inspection because Jones failed to install fire-retardant plywood next to the common walls as required by Section 320.2.2 of the Virginia Uniform Statewide Building Code. Stout notified Jones, by telephone, of the violations.

9. On August 7, 2002, Conrad Stout ("Stout"), Building Inspector with the City of Alexandria, told Investigator Carolyn D. Wright, the Board's Agent, that no plywood was replaced at 1003 and 1005 Pendleton Street.

10. During the IFF, Jones presented a copy of the Notice of Violation issued on August 8, 2002, wherein inspections for 1003 and 1005 Pendleton Street were approved. Further, inspections of 1007, 1009, 1011, 1013, 1015, 1017 and 1019 Pendleton Street were disapproved for failure to install FRT plywood.

11. Subsequently, the Building Code Board of Appeals rescinded the Building Official's finding for the requirement for fire retardant plywood next to common walls for this project.

12. McAteer hired Inspect USA to inspect the roofs of the subject properties. On November 30, 2001, John R. Klima ("Klima"), Senior Inspector with Inspect USA, performed an inspection. Klima reported that he was unable to identify any new plywood in the roof deck of 1003 Pendleton Street.

13. Klima reported that rake boards could not have been installed between 1011 and 1013 and between 1017 and 1019 because there is no rake between those houses because the roofs are contiguous. Klima also reported that rake boards could not have

been installed between 1015 and 1017 and 1007 and 1009 because the difference in elevation between those roofs is only about three inches.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(8) (Effective May 1, 1999)

Jones' failure to make use of a legible contract that contains the minimum provisions specified in the regulation is in violation of Board Regulation 18 VAC 50-22-260(B)(8) (Effective May 1, 1999). I recommend no sanction be imposed for the violation of the regulation.

Count 2: 18 VAC 50-22-260(B)(6) (Effective September 1, 2001)

Based on the record and the testimony provided at the IFF, I recommend a finding of no violation for Jones' failure to install fire-retardant plywood next to the common walls.

Count 3: 18 VAC 50-22-260(B)(6) (Effective May 1, 1999)

Jones' failure to use a written change order for the additional work is in violation of Board Regulation 18 VAC 50-22-260(B)(6) (Effective May 1, 1999). I recommend a monetary penalty of \$500.00 be imposed for the violation of the regulation.

Count 4: 18 VAC 50-22-260(B)(6) (Effective May 1, 1999)

Based on the record, testimony provided at the IFF, and the terms of the Settlement Agreement, I recommend a finding of no violation for Jones' actions of charging the HOA for plywood.

Count 5: 18 VAC 50-22-260(B)(6) (Effective May 1, 1999)

Based on the record, testimony provided at the IFF, and the terms of the Settlement Agreement, I recommend a finding of no violation for Jones' actions of charging the HOA for rake boards, trim, and soffit.

By:

John N. Neff
Presiding IFF Board

Member

Board for Contractors

Date: June 24, 2003

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2701 009836 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL
REGULATION

BOARD FOR CONTRACTORS

**RE: L & L GENERAL CONTRACTORS, INC.
LICENSE NUMBER 2701 026918**

FILE NUMBER: 2002-03738

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on June 24, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to L & L General Contractors, Inc. on May 22, 2003. The following individuals participated at the conference: Harold L. Johnson, Respondent; Shelley Wilson, Witness; Lawrence and Yoli Broglio, Complainants; Jennifer Kazzie, Staff Member; and John N. Neff, presiding Board Member.

Background

On June 10, 2002, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complainant from Yoli Broglio (Broglio) regarding a contract entered into with The Pool Man Inc.

On May 9, 2001, Broglio entered into a contract with The Pool Man Inc., in the amount of \$36,885.00, for the installation of an in-ground pool at 1919 Moonwind Place, Richmond, Virginia 23233.

On or about May 23, 2001, L & L General Contractors Inc. obtained building permit B-138136 from the Henrico County Building Officials' Office to install the pool on the subject property. On or about May 23, 2001, L & L General Contractors Inc. installed the pool at Broglio's residence.

Summation of Facts

1. The licensing records of the Board for Contractors revealed The Pool Man Inc. was issued Class B Contractor's license number 2705071732 on April 24, 2003.
2. In a response letter dated July 21, 2002, Harold L. Johnson (Johnson), President of L & L General Contractors Inc., stated that "the contract was signed by Mrs. Broglio at the store." L & L General Contractors Inc. used the name "The Pool Man Inc." on the subject contract with Broglio.

3. During the IFF, Johnson testified that he intended for his company to be licensed as L & L General Contractors and that he was no longer incorporated after 1990. Further, once Johnson understood the licensing requirements, an additional license was obtained for The Pool Man, Inc. in April, 2003.

4. The contract used by L & L General Contractors Inc. in the transaction failed to contain the minimum provisions required by the Board's 2001 Regulation 18 VAC 50-22-260(B)(8), subsections (a) when the work is to begin and the estimated completion date, (b) statement of any schedule for progress payments, (d) a "plain language" exculpatory clause, (e) statement of assurance regarding local requirements for building permits, inspections and zoning, (f) disclosure of cancellation rights, and (h) the contractor's name, license number, expiration date, class of license/certificate, and classification or specialty services.

5. During the IFF, Johnson and Wilson testified that the contract has been amended and now contains all required provisions.

6. On or about August 22, 2001, Broglio and Harold L. Johnson (Johnson), President of L & L General Contractors Inc., met at Broglio's residence. During this meeting, Johnson verbally told Broglio that L & L General Contractors Inc. would install a 30 millimeter liner on the pool. On or about August 22, 2001, L & L General Contractors Inc. provided Broglio with a "Specifics of Warranty" document, properly signed and notarized by all parties, which listed a "Pool 30 mil. Liner" as a warranted item.

7. L & L General Contractors Inc. installed a Latham Plastic Inc. manufactured pool liner (serial number 01060027247) on Broglio's pool. In a letter to Broglio, Latham Plastics Inc. conveyed that "the serial number #01060027247 relates to a Florentine/Ice liner in 20 mil. wall and 20 mil. floor. Florentine/Ice [liner] was only available in 20 mil."

8. On or about March 24, 2003, Richard Moore (Moore), Henrico County Building Official's Office, advised Investigator Wayne J. Ozmore, Jr., the Board's agent, that L & L General Contractors Inc. failed to obtain a final inspection as required by Section 114.10 of the Virginia Uniform Statewide Building Code.

During the IFF, Mrs. Broglio testified that additional work was undertaken by them regarding the retaining wall, fencing, latches, and grading which transferred responsibility of the final inspection to the Broglio's.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(29) (Effective September 1, 2001)

L & L General Contractors, Inc.'s actions of contracting with an unlicensed or improperly licensed contractor or subcontractor in the delivery of contracting services is a violation of Board Regulation 18 VAC 50-22-260(B)(29) (Effective September 1, 2001). I recommend a monetary penalty of \$500.00 be imposed for the violation of the regulation.

Count 2: 18 VAC 50-22-260(B)(9) (Effective September 1, 2001)

L & L General Contractors, Inc.'s failure to make use of a legible written contract that contains all of the provisions specified in the regulation is a violation of Board Regulation 18 VAC 50-22-260(B)(9) (Effective September 1, 2001). I recommend a monetary penalty of \$200.00 be imposed for the violation of the regulation.

Count 3: 18 VAC 50-22-260(B)(6) (Effective September 1, 2001)

Based on the record and testimony provided at the IFF, I recommend a finding of no violation for L & L General Contractors, Inc.'s failure to obtain a final inspection.

Count 4: 18 VAC 50-22-260(B)(17) Effective September 1, 2001)

L & L General Contractors, Inc.'s actions of misrepresenting the thickness of the liner that they installed is a violation of Board Regulation 18 VAC 50-22-260(B)(17) (Effective September 1, 2001). I recommend a monetary penalty of \$500.00 be imposed for the violation of the regulation.

By:

John N. Neff
Presiding IFF Board

Member

Board for Contractors

Date: June 24, 2003

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2701 026918 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

COMMONWEALTH OF VIRGINIA DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION

BOARD FOR CONTRACTORS

**RE: CLIFFORD F. CARROLL
T/A AIRE CARE
LICENSE NUMBER 2705 006697**

FILE NUMBER: 2002-02096

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on June 24, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Clifford F. Carroll, t/a Aire Care (Carroll) on May 22, 2003. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and John N. Neff, presiding Board Member. Neither Carroll, nor anyone on his behalf, appeared at the IFF.

Summation of Facts

1. On or about May 14, 1998, Ronald and Deborah Klar (the Klars) entered into a contract with Chilltrol, Inc., of Glen Burnie, Maryland, in the amount of \$42,000.00, for the installation of a five-zone heating and air conditioning (HVAC) system, including steam humidifiers, at 8541 Old Dominion Drive, McLean, Virginia.

2. On or about March 22, 1999, Clifford F. Carroll of Aire Care ("Aire Care"), obtained a mechanical permit (Permit Number 99081M0180) from the Fairfax County Department of Public Works and Environmental Inspections (DPWES) for installation of the HVAC system at 8541 Old Dominion Drive, McLean, Virginia. Aire Care did not contract with Klar to perform this work. Chilltrol, Inc. performed the work.

3. The licensing records of the Board for Contractors on March 20, 2002, revealed Aire Care, trading as Clifford F. Carroll, was issued a Class B license, number 2705 006697, as a sole proprietor with an HVAC license classification.

4. The licensing records of the Board for Contractors on October 31, 2001 and April 11, 2002 reveal that Chilltrol, Inc. does not possess a contractor license.

5. On or about August 24, 2001, Mike Thuot (Thuot), Supervising Residential Inspector for Fairfax County issued a Notice of Violation to Aire Care, Clifford F. Carroll, as Registered Agent, in connection with the HVAC system installed at 8541 Old Dominion Drive, McLean, Virginia, under Permit Number 99081M0180. Thuot cited Aire Care for violation of Section 1307.1 of the CABO One and Two Family Dwelling Code, 1995 edition, as incorporated by reference in the 1997 edition of the Virginia Uniform Statewide Building Code, with 2000 amendments, which states: "Installation of appliances shall conform to the conditions of their listing and label and the manufacturer's installation instruction. The manufacturer's operating instructions shall remain attached to the appliance." Thuot notified Aire Care that on July 20, 2001, he observed steam humidifiers installed in return air ducts, although the furnace manufacturer, Trane, does not recommend installation of steam humidifiers in return air ducts, because moisture can come into contact with electronic controls. Thuot directed Aire Care to abate the violation within ten days.

6. On or about August 28, 2002, Penelope Anne Rood (Rood), Code Enforcement Coordinator III, Code Enforcement Division, Fairfax County Department of Public Works and Environmental Services (DPWES) reported that Aire Care failed to abate the violation.

7. During the IFF, a letter from Rood dated June 19, 2003, was entered into the record as Board Exhibit 3, wherein Rood advised of the current status of the work performed on the humidifiers on the Klar residence.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(14) (Effective March 31, 1995, amended July 15, 1998)

Aire Care's actions of acting as an agent for Chilltrol, Inc., an unlicensed/uncertified contractor, is in violation of Board Regulation 18 VAC 50-22-260(B)(14) (Effective March 31, 1995, amended July 15, 1998). I recommend a monetary penalty of \$1,000.00 and license revocation be imposed for the violation of the regulation.

Count 2: 18 VAC 50-22-260(B)(6) (Effective May 1, 1999)

Aire Care's failure to abate the violation is a violation of Board Regulation 18 VAC 50-22-260(B)(6) (Effective May 1, 1999). I recommend a monetary penalty of \$1,000.00 be imposed for the violation of the regulation.

By:

John N. Neff
Presiding IFF Board

Member

Board for Contractors

Date: June 24, 2003

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL
REGULATION**

BOARD FOR CONTRACTORS

**RE: GUL TAUHEED
T/A SMART SYSTEMS INSTALLATIONS
LICENSE NUMBER 2705 055679**

FILE NUMBER: 2002-00658

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on June 24, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Gul Tauheed, t/a Smart Systems Installations (Tauheed) on May 22, 2003. The following individuals participated at the conference: Jennifer

Kazzie, Staff Member; and John N. Neff, presiding Board Member. Neither Tauheed, nor anyone on his behalf, appeared at the IFF.

Summation of Facts

1. On or about May 8, 2000, Smart Systems Installation Inc. became incorporated with the Virginia State Corporation Commission.
2. The licensing records of the Board for Contractors on November 30, 2001, revealed Gul Tauheed (Tauheed); t/a Smart Systems Installations, was issued Class C contractor's license number 2705055679 on April 12, 2000 as a sole proprietorship. The records further revealed no change in the status of the business entity.
3. On or about June 15, 2001, Manoj Samant (Samant) entered into a contract with "Smart Systems Installation Inc.," in the amount of \$12,433.75, for installation of structured wiring, a security system, a direct TV DSS satellite system, and a whole house audio system at 6438 Birch Grove Court, McClean, Virginia 22101.
4. On or about June 21, 2001, Gul Tauheed (Tauheed), t/a Smart Systems Installation, submitted a corrected charges detail. On or about June 22, 2001, Tauheed wrote a written change order for the changes which affected the scope of the work and cost of the project. The changes were not signed by both parties.
5. Tauheed failed to obtain a Class B license in order to perform work in excess of the \$7,500.00 limit of a Class C license.
6. The contract used by Gul Tauheed (Tauheed), t/a Smart Systems Installation, in this transaction failed to contain the minimum requirements of the Board's 1999 Regulation 18 VAC 50-22-260(B)(8) subsection (h) contractor's class of license, and classification or specialty services.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-210 (Effective May 1, 1999)

Tauheed's failure to obtain a new license after forming a new business entity is a violation of Board Regulation 18 VAC 50-22-210 (Effective May 1, 1999). I recommend a monetary penalty of \$350.00 be imposed for the violation of the regulation.

Count 2: 18 VAC 50-22-230(A) (Effective May 1, 1999)

Tauheed's failure to operate under the name in which the license was issued is a violation of Board Regulation 18 VAC 50-22-230(A) (Effective May 1, 1999). I recommend a monetary penalty of \$250.00 be imposed for the violation of the regulation.

Count 3: 18 VAC 50-22-260(B)(6) (Effective May 1, 1999)

Tauheed's failure to use written changes orders, signed by both parties, for modifications to the contract which changed the cost and scope of the work to be performed is a violation of Board Regulation 18 VAC 50-22-260(B)(6) (Effective May 1, 1999). I recommend a monetary penalty of \$450.00 be imposed for the violation of the regulation.

Count 4: 18 VAC 50-22-260(B)(1), to wit: Section 54.1-1103 of the Code of Virginia (Effective May 1, 1999)

Tauheed's actions of engaging in contracting without the required license is a violation of Board Regulation 18 VAC 50-22-260(B)(1), to wit: Section 54.1-1103 of the Code of Virginia (Effective May 1, 1999). I recommend a monetary penalty of \$1,000.00 be imposed for the violation of the regulation. In addition, I recommend Tauheed successfully complete the Board's Basic Contractor Licensing Class (remedial education) within six months of the entry of the order.

Count 5: 18 VAC 50-22-260(B)(8) (Effective May 1, 1999)

Tauheed's failure to make use of a legible written contract that contains all provisions specified in the regulation is a violation of Board Regulation 18 VAC 50-22-260(B)(8) (Effective May 1, 1999). I recommend a monetary penalty of \$100.00 be imposed for the violation of the regulation.

By:

John N. Neff
Presiding IFF Board

Member

Board for Contractors

Date: June 24, 2003

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705 055679 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL
REGULATION**

BOARD FOR CONTRACTORS

**RE: JOSEPH STEVEN MAZINGO, JR.
APPLICATION FOR TRADESMAN LICENSE**

FILE NUMBER: 2003-02499

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on May 13, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Joseph Steven Mazingo, Jr. (Mazingo) on April 11, 2003. The following individuals participated at the conference: Joseph Steven Mazingo, Jr., Applicant; Donald M. Rowe, Esquire, Respondent's Attorney; Jennifer Kazzie, Staff Member; and John N. Neff, presiding Board Member.

Summation of Facts

1. Mazingo applied for a Tradesman license on March 4, 2002.
2. In the application, Mazingo disclosed criminal convictions.
3. On February 23, 2000, in the Bedford County Circuit Court, Mazingo was convicted of Sexual Battery, in violation of Section 18.2-67.4 of the Code of Virginia, a Misdemeanor.
4. On October 27, 1999, in the Bedford County General District Court, Mazingo was convicted of Underage Possession of Alcohol, in violation of Section 4.1-305 of the Code of Virginia, a Misdemeanor.
5. On September 20, 1999, in the Bedford County General District Court, Mazingo was convicted of Driving While Intoxicated, in violation of Section 18.2-266 of the Code of Virginia, a Misdemeanor.
6. On September 20, 1999, in the Bedford County General District Court (Traffic), Mazingo was convicted of Contempt, in violation of Section 18.2-456, a Misdemeanor.

Conclusion and Recommendation

Based upon the record and the testimony presented at the IFF, I recommend that Mazingo's application for a Tradesman license be approved. It is evident that these were isolated situations regarding a young person who was influenced, in a negative sense, by others. Mazingo clearly showed a sincere concern for the wrongdoings that were committed and reflected a level of commitment to working with respect, integrity, and a positive work ethic in his positions with previous and current employers.

By:


John N. Neff
Presiding IFF Board

Member

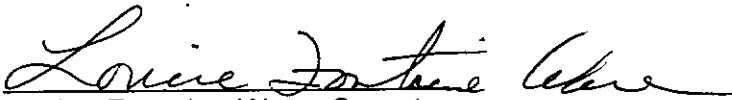
Board for Contractors

Date: June 24, 2003

BOARD FOR CONTRACTORS



Mark D. Kinser, Chairman



Louise Fontaine Ware, Secretary

COPY TESTE:

Custodian of Records

IN THE
COMMONWEALTH OF VIRGINIA
BOARD FOR CONTRACTORS

In Re:

Paul A Raines, t/a Paul A Raines
Petersburg, Va 23805

File Number 2002-03631
License Number 2705033897

CONSENT ORDER NUMBER: 2003-0226

Respondent Paul A Raines, t/a Paul A Raines ("Paul A Raines") was at all times material to this matter a licensed Class C Contractor in Virginia (No. 2705033897).

As a result of this status, Paul A Raines recognizes and acknowledges being subject to and bound by the Regulations of the Board for Contractors ("Board"), as well as by all other applicable Virginia laws.

**STATE AND LOCAL GOVERNMENT
CONFLICT OF INTEREST ACT**

**TRANSACTIONAL DISCLOSURE STATEMENT
for Officers and Employees of State Government**

1. Name: John N. Neff
 2. Title: Member
 3. Agency: Board for Contractors
 4. Transaction: Informal Fact-Finding Conferences on June 24, 2003
 5. Nature of Personal Interest Affected by Transaction: NONE
-

6. I declare that:

(a) I am a member of the following business, profession, occupation or group, the members of which are affected by the transaction:

☒ (b) I am able to participate in this transaction fairly, objectively, and in the public interest.

Signature

John N. Neff

Date

JUNE 24, 2003